



**And Whereas** the **Master Agreement** and the **Schedule** together govern the contractual relationship of the Parties to this Agreement;

Now therefore, this Agreement witnesses that in consideration of the mutual promises and covenants hereinafter contained, the Parties hereto agree as follows.

**1.00**     **Definitions**

For the purposes of this Master Agreement,

“Approved Work Plan and Budget” means the work plan and budget for a Participation Opportunity approved by the Agency as set out in a specific Schedule;

“Application” means a Funding Programs application for funding submitted by the Recipient and approved by the Agency;

“Detailed Financial Report” means a document provided to the Manager for reimbursement of Eligible Costs as an interim or final payment for each Participation Opportunity as set out in an Approved Work Plan and Budget pursuant to the specific Schedule;

“Eligible Costs” means those costs identified in and directly related to items listed in the Approved Work Plan and Budget set out in the specific Schedule;

“Environmental Assessment” means an environmental assessment conducted pursuant to sections 21 to 27 of the Act by the Agency in relation to a proposed Project or means an environmental assessment conducted pursuant to sections 37 to 48 of the Act by a review panel appointed pursuant to the Act in relation to a proposed Project;

“Fiscal Period” means the period or part of the period commencing April 1 and ending March 31 of any year during this Agreement;

“Manager” means the federal representative responsible for the administration of the Programs;

“Master Agreement” means the *Funding Programs Master Contribution Agreement for Environmental Assessments of Projects and Environmental Assessment-related Activities* and includes all Schedules;

“Maximum Contribution” means the amount referred to in section 5.00 of the Master Agreement and as further defined in subsection 1.03 of each specific Schedule;

“Participation Opportunity” means a funded opportunity to participate in engagement activities related to Environmental Assessments as identified in each Approved Work Plan and Budget set out in a specific Schedule.

“President” means the President of the Agency;

“Program” means the Agency Funding Programs established by the Minister with respect to the participation of the public in an environmental assessment by the Agency or by a Review Panel or in environmental assessment-related initiatives.

“Project” means a project for which an environmental assessment pursuant to the Act will be carried out, or an Agency engagement initiative, and in which the Recipient will participate in accordance with each Approved Work Plan and Budget set out in a project-specific Schedule;

“Review Panel” means a review or joint review panel appointed pursuant to the Act to conduct an environmental assessment of a Project;

“Schedule” means the Schedule to the Master Agreement with respect to a specific environmental assessment-related engagement or a specific environmental assessment.

## **2.00 Agreement and Schedules**

2.01 The following documents and any amendments thereto form the entire Agreement between the Parties:

- (a) the Master Agreement; and
- (b) the Schedule(s).

2.02 The Project-specific Schedule shall include at a minimum:

- (a) Identification of the Environmental Assessment-related engagement activities or Environmental Assessment to which it applies;
- (b) The period during which the Schedule is in effect;
- (c) The maximum amount of funding that may be provided to the Recipient under this Schedule (these Schedules);

- (d) Additional obligations of the Parties with respect to the Recipient's participation in one (1) or more Participation Opportunity;
- (e) A description of the Approved Work Plan and Budget to be executed by the recipient;
- (f) The scope of a Participation Opportunity covered by that Schedule and the payment provisions, the term and other provisions not otherwise covered by this Agreement;
- (g) The Parties, in consultation, will determine the clientele involved in each Participation Opportunity and, if required, a detailed clause about Official Languages must be included in the resulting Schedule.

### **3.00 Conflicts**

3.01 This Master Agreement and the Schedule(s) are to be interpreted so that all of the provisions are given as full effect as possible. If there is a conflict between a provision of the Master Agreement and the Schedule, the provision of the Master Agreement shall take precedence, unless the Schedule expressly provides that the relevant provision of the Schedule applies, despite the conflicting provision in the Master Agreement.

### **4.00 Obligations of the Recipient**

4.01 The Recipient shall participate in the engagement activities or an Environmental Assessment of a Project in compliance with an Approved Work Plan and Budget as set out in a Schedule.

4.02 The Recipient shall ensure that the monies received pursuant to this Agreement are spent entirely on Eligible Costs.

4.03 The Recipient shall ensure that information gathered pursuant to this Agreement or a summary thereof, is submitted to the Manager.

4.04 The Recipient shall indicate to the Agency any amounts that the Recipient owes to the federal government under legislation or any contract or agreement. Any amounts due to the Recipient under this Agreement may be set-off against amounts owing by the Recipient to the federal government.

- 4.05 The maximum level ('stacking limit") of total government assistance (federal, provincial/territorial and municipal for the same Eligible Costs) for participation in engagement activities or an Environmental Assessment for the Project and/or the associated Crown consultation activities will not exceed one hundred (100) per cent of Eligible Costs. The Recipient shall promptly inform the Manager in writing of any financial assistance that the Recipient has applied for, is to receive, has received or expects to receive in relation to the Recipient's participation in engagement activities or an Environmental Assessment for a Project and/or the associated Crown consultation activities. The Agency will use the information provided to ensure that the stacking limit is not exceeded.
- 4.06 The Recipient shall comply with the payment conditions set out in section 6.00 of this Agreement and in each project-specific Schedule to this Agreement.

## **5.00 Financial Contribution of the Agency**

- 5.01 The Agency shall not contribute to any costs incurred by the Recipient prior to the effective date of a Schedule to this Agreement to which such costs pertain.
- 5.02 The Recipient acknowledges and certifies that within an *Approved Work Plan and Budget - Eligible Costs* set out in a Schedule to this Agreement, the *Staff Salaries and benefits* expense category includes salaries and up to twenty (20) per cent in benefits of the salary amount requested for individuals employed for the purpose of researching and preparing materials related to the participation of the Recipient, providing that:
- (a) the individual is not currently in receipt of a salary from the Recipient; or
  - (b) if the individual is in receipt of a salary from the Recipient, that the funds are designated temporarily to cover the costs of replacing the individual, so he/she can work full time on activities related to the Recipient's participation; or
  - (c) if the individual is already in receipt of a salary from the Recipient, the funds are designated solely to cover time the individual dedicates to the participation in the Environmental Assessment of the above-referenced proposed Project or associated crown consultation activities. The individual cannot be in receipt of any other salary or direct income for the time for which salary funding from the Agency is claimed.

- 5.03 In the event that actual total government assistance to the Recipient exceeds the stacking limit, the Agency will adjust its level of Maximum Contribution (and seek reimbursement, if necessary) so that the stacking limit is not exceeded.
- 5.04 Any payment by the Agency, pursuant to this Agreement, is subject to there being an appropriation of funds by Parliament for the Program for the Fiscal Period in which the payment is to be made.
- 5.05 The Maximum Contribution includes the costs for the goods and services tax (GST) or harmonized sales tax (HST) net of any input tax credits or rebates that may be claimed by the Recipient from the Canada Revenue Agency.

**6.00 Payment Conditions**

- 6.01 Following receipt of a Detailed Financial Report acceptable to the Manager for payment of Eligible Costs paid by the Recipient in relation to a Participation Opportunity, the Agency shall, subject to the limits established in subsections 5.01 to 5.05 and the conditions set out in this section and as further set out in the Schedule, reimburse the Recipient for the Eligible Costs that have been incurred during each Participation Opportunity, which costs are set out in an Approved Work Plan and Budget in the Schedule. Eligible Costs will only be reimbursed to the Recipient:
- (a) If the Recipient has provided comments to the Agency in relation to that Participation Opportunity.
  - (b) If the Recipient has provided to the Manager a written justification for any over expenditures with a variance of more than twenty (20) per cent from the approved amount in any expense category of a Participation Opportunity identified in the specific Schedule.
  - (c) If the Recipient submits a Detailed Financial Report of its Eligible Costs incurred in relation to a Participation Opportunity no later than sixty (60) days after the end of that Participation Opportunity or no later than thirty (30) days after receiving notice from the Agency that an Environmental Assessment was terminated as referred to in subsection 8.01 of this Agreement. However, in the event that the Recipient is unable to provide a Detailed Financial Report in the specified period, the Manager may approve an extension of the specified period upon receiving from the Recipient a written request and justification no later than fourteen (14) days prior to the end of the specified period. Failure to submit a Detailed Financial Report to the Manager within the specified period for

reimbursement will constitute a default under section 10.00 of this Agreement and may result in the Recipient not being reimbursed for Eligible Costs incurred during any Participation Opportunity.

(d) For Eligible Costs which relate to Participation Opportunities set out in an Approved Work Plan and Budget pursuant to a specific Schedule to this Agreement.

6.02 Notwithstanding any other provision of this Agreement, expenditures or expenses, relating to any participation opportunity in an Environmental Assessment conducted pursuant to sections 37 to 48 of the Act by a Review Panel in relation to a proposed Project, incurred by the Recipient after a determination by the Review Panel that the Recipient is not an “interested party” within the meaning of subsection 2(2) of the Act do not qualify as Eligible Costs and will not be reimbursed by the Agency.

6.03 Notwithstanding any other provision of this Agreement, ten (10) per cent of the contribution for each Participation Opportunity identified in a Schedule to this Agreement shall be held back by the Agency and will only be remitted to the Recipient after the Recipient has provided a Detailed Financial Report to the satisfaction of the Manager in relation to each Participation Opportunity and has complied with subsection 6.01 and if applicable subsection 11.01 of this Agreement.

6.04 The supporting documentation referred to in subsections 6.01 and 6.03 and those that form a portion of the Detailed Financial Report shall be sufficiently detailed to allow the determination of the type of services rendered for, or the assets purchased or leased by, the Recipient. The Recipient shall certify in writing that these supporting documents reflect the true cost of the expenditures incurred.

6.05 The Agency reserves the right to demand that an audited financial statement, regarding the expenditure by the Recipient of all funds received by the Recipient under this Agreement, be submitted by the Recipient to the Agency.

**7.00 Acknowledgement**

7.01 The Recipient recognizes that the Agency, in deciding to make the contribution, has relied on the truthfulness and completeness of the information provided by the Recipient, and any of the Recipient’s representatives and agents.

## **8.00 Reimbursement to the Federal Government**

8.01 If the Agency or Minister terminates an Environmental Assessment in accordance with sections 49 or 62 or of the Act, the Agency shall pay only for those Eligible Costs incurred or irrecoverably committed prior to the termination. Any amount provided by the Agency to the Recipient under this Agreement that was not spent or irrecoverably committed for Eligible Costs at the time of the termination shall be paid forthwith by the Recipient to the Receiver General for Canada, and such amount shall constitute a debt owed to the federal government and may be so recovered.

8.02 Where the Agency makes a payment to the Recipient under a Schedule to this Agreement, and

- (a) the Recipient is not entitled to the contribution; or
- (b) the Recipient does not spend or commit the funds received towards Eligible Costs; or
- (c) the Recipient does not spend or commit the funds received in accordance to the Approved Work Plan and Budget; or
- (d) for any other reason, the amount paid to the Recipient exceeds the amount to which the Recipient is entitled;

the amount of the payment or the excess, as the case may be, shall be paid forthwith by the Recipient to the Receiver General for Canada and such amount shall constitute a debt owed to the federal government and may be so recovered.

8.03 Interest on any debt owed by the Recipient to the federal government under this Agreement shall be payable to the Receiver General for Canada in accordance with the provisions of the *Interest and Administrative Charges Regulations*.

## **9.00 Monitoring and Reporting Requirements**

9.01 Up to and including thirty-six (36) months after the final payment to the Recipient by the Agency pursuant to this Agreement and the Schedules, the Recipient shall, at its own expense:

- (a) preserve and keep proper books, accounts and records available for audit, examination, and duplication during business hours by the Agency or any person acting on the Agency's behalf; and



- (b) supply promptly, on request, such data regarding expenditures incurred pursuant to this Agreement and the Schedules as the Agency or any person acting on the Agency's behalf may require.

**10.00 Default and Remedies**

10.01 Each of the following shall each constitute an Event of Default:

- (a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- (b) an order is made or resolution passed for the dissolution of the Recipient, or the Recipient is dissolved;
- (c) the Recipient has made misrepresentations to the Agency;
- (d) the Recipient has provided any information that is false or misleading;
- (e) the Recipient has not satisfied the payment condition set out in subsection 6.01(d);
- (f) the Recipient has not met or satisfied a material term or condition of this Agreement; and
- (g) the contribution is not used for the purpose set out in subsections 4.01 and 4.02 and the Schedules to this Agreement.

10.02 The Agency will not declare that a default has occurred unless the Agency has given notice to the Recipient of the event which in the Agency's opinion constitutes an Event of Default and the Recipient has failed, within thirty (30) days of receipt of the notice, either to remedy the event of Default or to demonstrate, to the satisfaction of the Agency, that it has taken such steps as are necessary to remedy the Event of Default, and has notified the Agency of the rectification.

10.03 If an event of default has occurred, the Agency may at its discretion exercise one or more of the following options, without limiting any remedy available to it at law:

- (a) suspend any obligation by the Agency to contribute or continue to contribute, including any obligation to pay an amount owing before the date of such suspension;

- (b) terminate any obligation by the Agency to contribute or continue to contribute, including any obligation to pay an amount owing before the date of such termination;
- (c) in cases described in paragraphs 10.01 (c) (d) (e) (f) and (g), require the Recipient to pay forthwith to the Receiver General for Canada all or part of the amount received by the Recipient under this Agreement, and the amount to be paid by the Recipient under this paragraph is a debt owing to the federal government and may be so recovered.

**11.00 Disposal of Assets**

11.01 Within sixty (60) days of the issuance to the public of the Environmental Assessment Report or the Review Panel Report with respect to which the Recipient has engaged in a Participation Opportunity as set out in a Schedule to this Agreement, the Recipient shall declare to the Manager any assets (excluding maps, reports, and analyses or copies thereof) of any kind purchased with funds provided under this Agreement and the Schedules.

11.02 Upon receipt of the declaration presented to the Manager concerning assets held by the Recipient, the Agency may require the Recipient to:

- (a) sell these assets at a fair market value and apply the funds realized from such sale to the Eligible Costs to offset Canada's contribution to the Eligible Costs; or
- (b) turn over these assets to another person or organization designated or approved by the Agency; or
- (c) dispose of these assets in such other manner as may be determined by the Agency; or
- (d) keep these assets.

**12.00 Notice**

12.01 Any notice or correspondence to the Agency shall be addressed to:

**Senior Manager, Funding Programs  
Canadian Environmental Assessment Agency  
160 Elgin Street, 22nd Floor  
Ottawa ON K1A 0H3**

**Email: CEAA.FP-PAF.ACEE@canada.ca**

or to such other address as designated by the Agency in writing.

12.02 Any notice or correspondence to the Recipient shall be addressed to:

[ ]

**Phone:** [ ]

**Email:** [ ]

12.03 Any notice to either Party with respect to this Agreement or the Schedules will be effectively given if delivered or sent by the other Party via registered letter, electronic mail or facsimile (postage or other charges prepaid) addressed to the applicable Party at the address as given in this Agreement or at any other address(es) provided to the sender in writing.

12.04 The Recipient shall promptly inform the Manager in writing of any changes to the Recipient's contact information mentioned in subsection 12.02.

### **13.00 Indemnity**

13.01 The Recipient shall indemnify and save harmless the Agency, Her Majesty the Queen in right of Canada and Her Ministers, officers, employees and agents from and against any and all claims, loss, damages, claims or expense that they or any of them at any time incur or suffer as a result of or arising out of:

- (a) any injury or death of a person, or loss of or damage to property, caused or alleged to be caused as a result of the Recipient's participation in engagement related to Environmental Assessments; and/or
- (b) any lien, attachment, charge, encumbrance or similar claim upon any property vested in the Agency under this Agreement; and/or
- (c) the infringement or alleged infringement of patent, registered industrial design, copyright or other intangible property based upon the use thereof by the Recipient; and/or
- (d) the Agency's capacity as a provider of financial assistance under this Agreement, including without limitation any claim in respect of materials or services provided by a third party to the Recipient or to a contractor or subcontractor of the Recipient.

**14.00 Lobbyist's Registration and Lobbyist's Contingency Fees**

- 14.01 The Recipient declares and certifies that any person who has been lobbying on the Recipient's behalf for the Recipient to obtain this contribution and who is required to be registered pursuant to the *Lobbyists Registration Act*, as amended from time to time, was registered pursuant to that Act at the time the lobbying occurred.
- 14.02 The Recipient declares and certifies that the Recipient has not directly or indirectly paid or agreed to pay, and covenants that the Recipient will not directly or indirectly pay, a contingency fee for the solicitation, negotiation or obtaining of this Agreement to any person other than an employee acting in the normal course of the employee's duties.
- 14.03 All books, accounts and records pertaining to the payment of fees or other compensation for the solicitation, obtaining or negotiating of the Agreement shall be subject to the Agency's audit and examination rights under subsection 6.04 and 6.05 of this Agreement.
- 14.04 If the Recipient makes a false declaration or certifies falsely under this section or is in default of the obligations contained in this section, Canada may either terminate this Agreement under subsection 10.03 of this Agreement or recover from the Recipient, by way of deduction from the contribution (or otherwise), the full amount of the contingency fee.
- 14.05 For the purposes of this section, the following definitions apply:
- (a) **Contingency fee**: Any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining this Agreement or negotiating the whole or any part of its terms.
  - (b) **Employee**: A person with whom the Recipient has an employer/employee relationship.
  - (c) **Person**: Includes an individual or group of individuals, a corporation, a partnership, an organization, an association and without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyists Registration Act* as amended from time to time.

**15.00 Consent to the Divulging and Copying of Certain Documents**

15.01 The Recipient hereby gives consent to the Agency to provide a copy of this Agreement, the Schedules and the Recipient's Applications to any person that the Agency deems appropriate in the circumstances.

**16.00 General**

16.01 This Agreement and the Schedules shall not be assigned by the Recipient without the prior written consent of the Agency.

16.02 The Agency and the Recipient declare that nothing in this Agreement and the Schedules shall be construed as creating an association, joint venture or agency relationship between the Parties.

16.03 The Recipient shall comply with all federal, provincial and municipal laws for the duration of this Agreement and the Schedules including but not limited to statutes, regulations, by-laws, rules and ordinances.

16.04 The laws in force in the province of [ ] will govern the Parties to this Agreement and the interpretation of this Agreement and the Schedules.

16.05 The division of this Agreement into sections, subsections, paragraphs, sub-paragraphs and headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

16.06 This Agreement and the Schedules are binding on the Recipient and the Recipient successors and assigns.

16.07 The Recipient acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act, 2006*, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from this Agreement and the Schedules unless the provision or receipt of such benefits is in compliance with such legislation and codes.

16.08 Notwithstanding the expiration date stipulated in subsection 17.01, the Agency may terminate this Agreement or any and all of the Schedules at any time, without cause and for its sole convenience, by giving at

least thirty (30) days written notice of its intention to terminate to the other Party.

- (a) The Agency shall pay only for those Eligible Costs incurred or irrecoverably committed by the Recipient up until the date of the Agency's notice to terminate.
- (b) Where a notice of termination is provided with respect to any or all of the Schedules, this subsection shall be interpreted as applying to those Schedules so terminated.
- (c) Where a notice of termination is provided with respect to this Agreement, this subsection shall be interpreted as applying to all Schedules and this Agreement.

- 16.09 This Agreement and the Schedules may be amended by mutual consent of the Parties in writing.
- 16.10 Any dispute between the Parties concerning the interpretation or application of this Agreement and the Schedules that cannot be settled shall be submitted to a mediator as agreed upon by both Parties.
- 16.11 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, communications and other agreements, whether written or verbal, between the Parties.
- 16.12 All representations, warranties, covenants and obligations contained in this Agreement on the part of each of the Parties shall survive the termination of this Agreement.

**17.00 Effective Date and Duration**

17.01 This Agreement will enter into effect on the date of its signature by the Parties and will remain effective ten (10) years from the date of its signature (the “Term”) unless otherwise terminated in accordance with this Agreement or the last Schedule expires.

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*By signing this Master Contribution Agreement, each Party declares to the other that the signing and execution of this Agreement was duly and validly authorized, and that each has incurred a legal and valid obligation in accordance with the terms and conditions of this Agreement.*

**FOR THE RECIPIENT:**

**FOR THE AGENCY:**

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[ ]

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[ ]

Senior Manager  
Funding Programs  
Canadian Environmental Assessment  
Agency

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Date

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Date